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**COLLEEN M. SWEDYK
MEDINA COUNTY RECORDER
MEDINA, OH
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MEDINA COUNTY RECORDER

COLLEEN M. SWEDYK

(DO NOT REMOVE THIS COVER SHEET.
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AMENDMENTS TO THE
DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND
RESTRICTIONS
OF
FOX MEADOW SUBDIVISION PHASE 4

PLEASE CROSS MARGINAL REFERENCE WITH THE DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS OF FOX MEADOW SUBDIVISION PHASE 4 RECORDED AT INSTRUMENT NO. 1999OR022106 OF THE MEDINA COUNTY RECORDS.

AMENDMENTS TO THE
DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND
RESTRICTIONS OF
FOX MEADOW SUBDIVISION PHASE 4

WHEREAS, the Declaration of Covenants, Conditions, Easements and Restrictions of Fox Meadow Subdivision Phase 4 (the "Declaration") was recorded at Medina County Records, Instrument No. 1999OR022106 and the Bylaws of Fox Meadow Subdivision Phase 4 (the "Bylaws") were recorded at Medina County Records, Instrument No. 1999OR022107, and

WHEREAS, the Fox Meadow Subdivision Phase 4 (the "Association") is a corporation consisting of all Owners in Fox Meadow Phase 4 and as such is the representative of all Owners, and

WHEREAS, Declaration Article XIV, Section 14.12(d) authorizes amendments to the Declaration and Bylaws Article VII, Section 6 authorizes amendments to the Bylaws, and

WHEREAS, a meeting, including any change, adjournment, or continuation of such meeting, of the Association's Owners was held on or about _____, 20____, and, at such meeting and any adjournment, Owners representing 50% of the voting power of the Association executed, in person or by proxy, an instrument in writing setting forth specifically the matters to be modified (the "Amendments"), and

WHEREAS, the Association has in its records the signed, written consents to Amendments A, B, and C signed by Owners representing 64% of the Association's voting power, together with the minutes from said meeting and any continuation thereof, and

WHEREAS, the Association has in its records the power of attorney signed by Owners representing 64% of the Association's voting power authorizing the Association's officers to execute Amendments A, B, and C on their behalf, and

WHEREAS, the Association has in its records the signed, written consents to Amendment D signed by Owners representing 55% of the Association's voting

power, together with the minutes from said meeting and any continuation thereof, and

WHEREAS, the Association has in its records the power of attorney signed by Owners representing 55% of the Association's voting power authorizing the Association's officers to execute Amendment D on their behalf, and

WHEREAS, the Association has in its records the signed, written consents to Amendment E signed by Owners representing 57% of the Association's voting power, together with the minutes from said meeting and any continuation thereof, and

WHEREAS, the Association has in its records the power of attorney signed by Owners representing 57% of the Association's voting power authorizing the Association's officers to execute Amendment E on their behalf, and

WHEREAS, the proceedings necessary to amend the Declaration and Bylaws as required by the Declaration and Bylaws have in all respects been complied with.

NOW THEREFORE, the Declaration of Covenants, Conditions, Easements and Restrictions of Fox Meadow Subdivision Phase 4 is amended by the following:

AMENDMENT A

INSERT a new DECLARATION ARTICLE VII, SECTION 7.25 entitled, "Occupancy Restriction." Said new addition, to be added on Page 31 of the Declaration, as recorded at Medina County Records, Instrument No. 1999OR022106, is as follows:

Section 7.25 - Occupancy Restriction.

A Person who is classified a Tier III or Tier II sexual offender/child-victim offender, or any future equivalent classification, and for whom the County Sheriff or other government entity must provide community notification of the sex offender's residence is prohibited from residing in or occupying a Living Unit or remaining in or on the property for any length of time. The classification of a sexual offender/child-victim offender and determination of whether notice is

required is made by a court of law pursuant to the Ohio Sex Offenders Act, as may be amended or renamed from time to time, or similar statute from another jurisdiction. The Association is not, however, liable to any Owner or Occupant, or anyone visiting any Owner or the Association, as a result of the Association's alleged failure, whether negligent, intentional, or otherwise, to enforce the provisions of this restriction.

Any conflict between this provision and any other provisions of the Declaration and Bylaws will be interpreted in favor of this restriction on the occupancy of Living Units. The invalidity of any part of the above provision does not impair or affect in any manner the validity or enforceability of the remainder of the provision. Upon the recording of this amendment, only Owners of record at the time of such filing have standing to contest the validity of the amendment, whether on procedural, substantive, or any other grounds, provided further that any such challenge must be brought in the court of common pleas within one year of the recording of the amendment.

AMENDMENT B

INSERT a new PARAGRAPH to DECLARATION ARTICLE XIV, SECTION 14.3 entitled, "Notices." Said new addition, to be added on Page 43 of the Declaration, as recorded at Medina County Records, Instrument No. 1999OR022106, is as follows:

Due to the ongoing development of new technologies and corresponding changes in business practices, to the extent permitted by Ohio and Federal law, as well as by the Board, now or in the future: (1) any notice required to be sent or received; (2) any signature, vote, consent, or approval required to be obtained; or (3) any payment required to be made, under the Declaration or Bylaws, may be accomplished or required using the most advanced technology available at that time provided such use is a generally accepted business practice. This includes, without limitation, the use of electronic mail or other electronic transmission in lieu of any Association required written notice to Owners, individually or collectively, to or from any Owner who has given the Association written consent to such use of electronic mail or other electronic

transmission, and for the Association to properly and effectively receive any Owner's signature, vote, consent, or approval the Association needs or requires, subject to the following:

(a) For voting on the election of Board members, the Association may provide for voting by electronic transmission. However, if the Association cannot guarantee the anonymity of an Owner's vote, the Association must provide the Owner with the option of casting an anonymous printed ballot.

(b) An electronic mail or other electronic transmission to a Owner is not considered delivered and effective if the Association's transmission to the Owner fails two consecutive times, e.g. the Association receives an "undeliverable" or similar message, or the inability to deliver the transmission to the Owner becomes known to the person responsible for sending the transmission. If the electronic mail or other electronic transmission is not delivered or effective, the Association will deliver such notice or other communication to the Owner in writing by regular U.S. mail to the Owner's Living Unit or last known address, by hand delivery to the Owner, or by leaving the notice under or attached to the front door of the Owner's Living Unit.

(c) Any Owner who has not given the Association written consent to such use of electronic mail or other electronic transmission will receive notices, including any notice of delinquency of any payment due, either by personal delivery to the Owner, by leaving the notice under or attached to the front door of the Owner's Living Unit, or regular mail to the Owner's Living Unit or last known address.

Any conflict between this provision and any other provisions of the Declaration and Bylaws will be interpreted in favor of this amendment permitting the Association to use electronic communications to the extent permitted by Ohio and Federal law. The invalidity of any part of the above provision does not impair or affect in any manner the validity or enforceability of the remainder of the provision. Upon the recording of this amendment, only Owners of record at the time of such filing have standing to contest the validity of the amendment,

whether on procedural, substantive, or any other grounds, provided further that any such challenge must be brought in the court of common pleas within one year of the recording of the amendment.

AMENDMENT C

INSERT a new BYLAWS ARTICLE III, SECTION D entitled, "Indemnification of Board Members, Officers, and Committee Members." Said new addition, to be added on Page 17 of the Bylaws, as recorded at Medina County Records, Instrument No. 1999OR022107, is as follows:

D. Indemnification of Board Members, Officers, and Committee Members.

The Association must indemnify and defend (as provided below): (1) any current or former Director, (2) any current or former Association officer, (3) any current or former Association committee member, or (4) any of said Director's, officer's, or committee member's respective heirs, executors, and administrators; against reasonable expenses, including attorneys' fees, judgments, decrees, fines, penalties, or amounts paid in settlement, actually and necessarily incurred by them in connection with the defense of any pending or threatened action, suit, or proceeding, criminal or civil, derivative or third party, to which they are or may be made a party by reason of being or having been such Director, officer, or committee member provided it is determined, in the manner set forth below, that (i) such Director, officer, or committee member was not and is not adjudicated to have been grossly negligent or guilty of misconduct in the performance of their duty to the Association; (ii) such Director, officer, or committee member acted in good faith in what they reasonably believed to be in, or not opposed to, the Association's best interest; (iii) in any criminal action, suit, or proceeding, such Director, officer, or committee member had no reasonable cause to believe that their conduct was unlawful and is not convicted of theft or other theft related crime including but not limited to larceny, forgery, false pretenses, fraud, embezzlement, conversion, or any conspiracy related to any such theft related crime; and (iv) in case of settlement, the amount paid in the settlement was reasonable.

The above determination required will be made by written opinion of independent legal counsel the Board chooses. Notwithstanding the opinion of legal counsel, to the extent that a Director, officer, or committee member is successful in defense of any action, suit, or proceeding, or in the defense of any claim, issue, or matter, as the Board so verifies, they must, in that event, be indemnified and reimbursed for any costs and expenses, including legal fees, incurred in such defense. Any defense the Association provides will be by legal counsel the Association's insurance carrier selects or, if not selected by the Association's insurance carrier, a majority of the Directors excluding the accused or threatened Director(s). If a majority of the Directors cannot agree on legal counsel or if all the Directors are accused or threatened in any such action, the Board will appoint a special committee of three Owners to select legal counsel to defend the Directors.

(a) Advance of Expenses. The Association may advance funds to cover expenses, including attorneys' fees, with respect to any pending or threatened action, suit, or proceeding prior to the final disposition upon receipt of a request to repay such amounts.

(b) Indemnification Not Exclusive; Insurance. The indemnification provided for in this Section is not exclusive, but is in addition to any other rights to which any Person may be entitled under the Articles of Incorporation, the Declaration, these Bylaws, or Rules of the Association, any agreement, any insurance provided by the Association, the provisions of Ohio Revised Code Section 1702.12(E) and its successor statutes, or otherwise. The Association must purchase and maintain insurance on behalf of any Person who is or was a Director, officer, or committee member against any liability asserted against them or incurred by them in such capacity or arising out of their status as a Director, officer, or committee member.

(c) Directors, Officers, and Committee Members Liability. The Association's Directors, officers, and committee members are not personally liable to the Owners for any

mistake of judgment, negligence, or otherwise, except for their own willful misconduct or bad faith. The Association's and Owners' indemnification includes, but is not limited to, all contractual liabilities to third parties arising out of contracts made on the Association's behalf, except with respect to any such contracts made in bad faith or contrary to the provisions of the Declaration or these Bylaws. Every contract or agreement approved by the Board and made by any Director, officer, or committee member is made only in such Director's, officer's, or committee member's capacity as a representative of the Association and has no personal liability under such contract or agreement (except as an Owner).

(d) Cost of Indemnification. Any sum paid or advanced by the Association under this Section constitutes a Common Expense. The Board has the power and the responsibility to raise, by special Assessment or otherwise, any sums required to discharge the Association's obligations under this Section; provided, however, that the liability of any Owner arising out of the contract made by any Director, officer, or committee member or out of the aforesaid indemnity in favor of such Director, officer, or committee member is limited to such proportion of the total liability as said Owner's pro rata share bears to the total percentage interest of all the Owners as Association members.

Any conflict between this provision and any other provisions of the Declaration and Bylaws are to be interpreted in favor of this amendment for the indemnification of the Association's Directors, officers, and committee members. The invalidity of any part of the above provision does not impair or affect in any manner the validity or enforceability of the remainder of the provision. Upon the recording of this amendment, only Owners of record at the time of such filing have standing to contest the validity of the amendment, whether on procedural, substantive, or any other grounds, provided further that any such challenge must be brought in the court of common pleas within one year of the recording of the amendment.

AMENDMENT D

DELETE BYLAWS ARTICLE II, SECTION 11 entitled, "Quorum," in its entirety. Said deletion to be taken from Page 4 of the Bylaws, as recorded at Medina County Records, Instrument No. 1999OR022107.

INSERT a new BYLAWS ARTICLE II, SECTION 11 entitled, "Quorum." Said new addition, to be added on Page 4 of the Bylaws, as recorded at Medina County Records, Instrument No. 1999OR022107, is as follows:

Section 11. Quorum. Except as otherwise provided by law or by the Declaration, at any meeting of the members of the Association, the Members of the Association present in person or by proxy will constitute a quorum. Owners entitled to exercise a majority of the voting power of the Members represented at a meeting may, at any time, adjourn such meeting. If any meeting is so adjourned, notice of such adjournment need not be given if the time and place to which such meeting is adjourned are announced at such meeting. If any meeting is adjourned, notice of such adjournment need not be given if the time and place to which such meeting is adjourned are fixed and announced at such meeting.

Any conflict between this provision and any other provisions of the Declaration and Bylaws will be interpreted in favor of this amendment regarding quorum at Association meetings. The invalidity of any part of the above provision does not impair or affect in any manner the validity or enforceability of the remainder of the provision. Upon the recording of this amendment, only Owners of record at the time of such filing have standing to contest the validity of the amendment, whether on procedural, substantive, or any other grounds, provided further that any such challenge must be brought in the court of common pleas within one year of the recording of the amendment.

AMENDMENT E

DELETE BYLAWS ARTICLE III, SECTION A, SECTION 2 entitled, "Directors During Class "B" Control," in its entirety. Said deletion to be taken from Page 5 of the Bylaws, as recorded at Medina County Records, Instrument No. 1999OR022107.

DELETE BYLAWS ARTICLE III, SECTION A, SECTION 3 entitled, "Right to Disapprove Actions," in its entirety. Said deletion to be taken from Pages 5-6 of the Bylaws, as recorded at Medina County Records, Instrument No. 1999OR022107.

DELETE BYLAWS ARTICLE III, SECTION A, SECTION 4 entitled, "Number of Trustees," in its entirety. Said deletion to be taken from Page 6 of the Bylaws, as recorded at Medina County Records, Instrument No. 1999OR022107.

INSERT a new BYLAWS ARTICLE III, SECTION A, SECTION 2 entitled, "Number of Directors." Said new addition, to be added on Page 5 of the Bylaws, as recorded at Medina County Records, Instrument No. 1999OR022107, is as follows:

Section 2. Number of Directors. The Board of Directors will consist of three members.

INSERT a new BYLAWS ARTICLE III, SECTION A, SECTION 3 entitled, "Election of Board Members." Said new addition, to be added on Page 5 of the Bylaws, as recorded at Medina County Records, Instrument No. 1999OR022107, is as follows:

Section 3. Election of Board Members. At any election of Directors, each Member is entitled to cast one equal vote with respect to each vacancy to be filled. The candidates receiving the largest number of votes will be elected. Such election will be by written secret ballot whenever requested by a member of the Association; but unless the request is made, the election may be conducted in any manner approved at such meeting. The Directors elected by the Members or the voting Members will hold office until their respective successors have been selected to serve any number of consecutive terms.

INSERT a new BYLAWS ARTICLE III, SECTION A, SECTION 4 entitled, "Term of Office." Said new addition, to be added on Page 6 of the Bylaws, as recorded at Medina County Records, Instrument No. 1999OR022107, is as follows:

Section 4. Term of Office. Each Director will hold office until the next annual meeting and until their successor is elected, or until their earlier resignation, removal from office or death. Any Director may resign at anytime by oral statement to that effect made at a meeting of the Board of Directors, or in writing to that effect immediately or at such other time as the resigning Director may specify. Directors serve without compensation. Except for a Director appointed or elected to fill a vacancy, Directors will be elected for a three-year term, however, the terms will be staggered so that at least one-third of the Board will expire annually and a 1-1-1 rotation is maintained at all times.

DELETE BYLAWS ARTICLE III, SECTION A, SECTION 6 entitled, "Election and Term of Office," in its entirety. Said deletion to be taken from Pages 6-7 of the Bylaws, as recorded at Medina County Records, Instrument No. 1999OR022107.

RENUMBER BYLAWS ARTICLE III, SECTION A, SECTION 7 TO READ SECTION A, SECTION 6. Said modification, to be made on Page 7 of the Bylaws, as recorded at Medina County Records, Instrument No. 1999OR022107.

Any conflict between these provisions and any other provisions of the Declaration and Bylaws will be interpreted in favor of this amendment regarding the number and term of office of Board members. The invalidity of any part of the above provision will not impair or affect in any manner the validity or enforceability of the remainder of the provision. Upon the recording of this amendment, only Owners of record at the time of such filing will have standing to contest the validity of the amendment, whether on procedural, substantive, or any other grounds, provided further that any such challenge will be brought in the court of common pleas within one year of the recording of the amendment.

The Fox Meadow Subdivision Phase 4 has caused the execution of this instrument this 10th day of AUG., 2016.

FOX MEADOW SUBDIVISION PHASE 4

By: *[Signature]*
RICHARD NYZEN, its President

By: *[Signature]*
MIKE KISH, its Secretary

STATE OF OHIO)
) SS
COUNTY OF Medina)

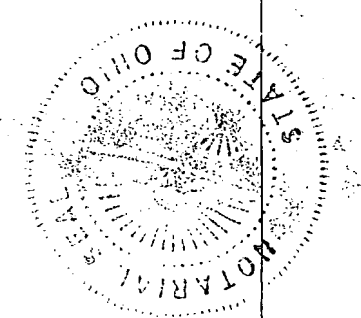
BEFORE ME, a Notary Public, in and for said County, personally appeared the above named Fox Meadow Subdivision Phase 4, by its President and its Secretary, who acknowledged that they did sign the foregoing instrument and that the same is the free act and deed of said corporation and the free act and deed of each of them personally and as such officers.

I have set my hand and official seal in Wadsworth, Ohio, this 10 day of August, 2016.

[Signature]
NOTARY PUBLIC
comm exp 10/14/20

This instrument prepared by:
KAMAN & CUSIMANO, LLC,
Attorneys at Law
2000 Terminal Tower
50 Public Square
Cleveland, Ohio 44113
(216) 696-0650
ohiohoalaw.com

Place notary stamp/seal here:



FOX MEADOW SUBDIVISION PHASE 4

Situated in the State of Ohio, County of medina and Township of Montville and being known as the whole of sublots 187 through 234 and blocks II through UU in Fox meadow Subdivision Phase 4 as per Document No. 1999PL000085 of Medina county Recorder records in original township Lots 41 and 52.

PPN	Lot	PPN	Lot
030-11A-22-152	187A	030-11A-22-128	217
030-11A-22-113	189	030-11A-22-129	218
030-11A-22-114	190	030-11A-22-130	219
030-11A-22-115	191	030-11A-22-131	220
030-11A-22-116	192	030-11A-22-132	221
030-11A-22-117	193	030-11A-22-133	222
030-11A-22-118	194	030-11A-22-134	223
030-11A-22-119	195	030-11A-22-135	224
030-11A-22-120	196	030-11A-22-136	225
030-11A-22-121	197	030-11A-21-010	226
030-11A-22-122	198	030-11A-21-011	227
030-11A-22-123	199	030-11A-21-012	228
030-11A-22-124	200	030-11A-22-137	229
030-11A-22-125	201	030-11A-22-138	230
030-11A-22-126	202	030-11A-22-139	231
030-11A-18-091	203	030-11A-22-140	232
030-11A-17-055	204	030-11A-22-141	233
030-11A-17-056	205	030-11A-22-142	234
030-11A-17-057	206		
030-11A-17-058	207		
030-11A-17-059	208		
030-11A-17-060	209		
030-11A-21-004	210		
030-11A-21-005	211		
030-11A-21-006	212		
030-11A-21-007	213		
030-11A-21-008	214		
030-11A-21-009	215		
030-11A-22-127	216		